

# **EXHIBIT F**

March 5, 2014

WALTER OLENICK and  
M. RAE NADLER-OLENICK  
P.O. Box 7486  
Austin, Texas 78713

Received & Inspected  
MAR 10 2014  
FCC Mail Room

STEPHEN P. LEE, Resident Agent  
FCC, Enforcement Bureau  
9597 Jones Road, #362  
Houston, Texas 77065

Via Certified Mail

Your Ref: EB-FIELDSCR-13-00010527

Dear Mr. Lee:

Please consider this our response to your recent demand letter, which apparently is more commonly understood by you 6th Plank advocates as an NAL.

In general, we still deny and continue to deny and will always deny that we have any commercial nexus that would even remotely begin to justify your claims, which claims we characterize as intentionally fraudulent. We deny that we are liable in the capacity charged, which includes not only the "choice of law" you assert but also any fiduciary role or capacity with regards to the fcc that would warrant in any remotely conceivable way the "breach" claim you assert.

Since there is no known commercial nexus, apparently you think you'll develop one by proceeding. Thus, that's what the entire fcc world is about to find out; namely whether we know enough about this system to avoid shishkabobbing ourselves. We're in for the long haul to find that out.

In very brief overview, since what you're alleging as the "text" of the alleged commercial nexus is not codified in any of the structural Titles (Titles 1 to 5 and Title 28, which form the "constitution" of the system called "United States") or the penal code Title (Title 18), what that means is that such "text" *applies or not* depending on whether there's been voluntary consent by the "target(s)," which in this matter is us, to being regulated per that language. We have not consented, do not consent, and will not consent. You look at "Title 47" and see "evidence of law." We look at that same compilation of words and see Monte Hall's, "Let's Make A Deal!", i.e., an offer. We decline your offer, as we have from the outset, and we will forever decline your offer.

Since you have yet to accept the fact that we're not interested in having any commercial relationship with the fcc regarding this matter, we'll be glad to tell you and anyone else interested in pursuing this farce against us that very concept,

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namely that we have no interest in establishing any commercial nexus with the fcc regarding this matter, as many times as it's going to take to convince someone in a position to do so to turn your activity off. In response to your prior communication, we requested from you, directly, what signed agreement it is on which you relied regarding your prior claim, and you've gone totally silent. We take that as a confession that you had no such writing at that time and have no such writing since that time, which means that everything under your signature, including this next demand letter of yours, is not only fraud but also intentional harassment under color. We also requested via FOIA what the fcc thinks it may have in the way of any signed writing establishing something, anything, in the way of a commercial nexus regarding this matter, and there is no such thing, as overtly confessed in writing. Yet, despite all that confirmation of "no commercial nexus," here you are continuing to assert a false and fraudulent claim via the mail. Thus, looking forward, this matter instantly becomes a conspiracy where there's even one more signature that shows up in furtherance of what you've started.

Those in a position to teach you the reality of this present system have refused to do so, which leaves you in exactly the same type of position in which Ramos and Compean were left (they shot a drug dealer in the ass at the border and were charged criminally for doing what they had been taught to be their job), which position is that of being totally abandoned and on their own. And, identically with Ramos and Compean, the institutionally promoted "mistake of law" (ignorance of the law) position/education that you're receiving isn't going to be enough to keep you out of jail any more than it kept them out of jail, should our criminal complaint, which is enclosed, receive the respect it is due. Thus, in addition to this letter response to your latest demand, which response is our *next* direct declination to enter into any commercial nexus with the fcc, we're also filing criminal charges on you. In addition to violating our rights intentionally and criminally under color of law and office, you may also have confessed to trespass, Mr. Lee. We gave you written Notice, in our prior letter, to stay off our property, and yet in this second demand letter under your signature, you confess being on our property. Thus, we're also charging you with trespass.

In time, it will come to be part of your conscious awareness that the semantics are material, way too material, actually, but material nonetheless. In the law, the semantics have always mattered, but there used to be a sense of political philosophy in *favor* of individual rights and liberty, and the semantics these days are being used to achieve the exact opposite end. The place to start the study in modern semantics is here: "federal" means "federal." To get to the bottom line, "federal" means "by agreement." "Federal" Communications Commission – "We regulate those who agree to be regulated." There is no commercial nexus, here. You are so totally barking up the wrong tree that it'd be humorous if it weren't so pathetic. We won't be laughing or in any condition of merriment should you get carted off to jail, because such consequence is just so completely preventable. For so

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long as you look at “Title 47” and see “evidence of law,” you’re in conflict with the “federal” mechanism, the “by agreement” mechanism. Since you do not and cannot point to a commercial nexus to justify your demands, your sole “salvation” is the remotest of possibilities that we’ll slip. Thus, you’re betting your professional reputation, and possibly your physical liberty, against \$15,000. From another point of view, you’re betting that a land owner, thus a tower owner, without a commercial nexus is subject to regulation, which claim brings the scope of fcc “authority” and fcc reputation, *generally*, into the limelight, as well. Those bets don’t strike us as competent. We find wholesale incompetence in your entire line of thought, word, and deed, here. Since the *pro se* community understands this, there’s the perpetually nagging question as to why the professionals are so clueless, and, if it’s not cluelessness, why they are so interested in being charged criminally and sued commercially for their intentional, even criminal, violations of individual rights under color of law and office.

As a 6th Plank advocate, you’ve surely read your 6th Plank far enough to realize that “transportation” and “communications” are both mentioned. The conceptual mechanism for implementation of both is identical: commercial consent. By means of analogy to what you’re trying to do in the area of “communications,” let’s look at the recent *Lozman* matter, which is a 6th Plank “transportation” matter. See *Lozman v. City of Riviera Beach*, 133 S. Ct. 735 (2013). The dictator-wanna-be folks in Florida tried to shut up Lozman, a Marine, by suing him under maritime procedures. Choosing *that* path, that municipality, to prove jurisdiction, had to prove that Lozman’s floating house was a “vessel.” Not a “boat,” but a “vessel.”<sup>1</sup> To prove “vessel,” they had to prove “transportation.” Since Lozman had not used his floating house to carry “passengers or cargo,”<sup>2</sup> his floating house was not used for “transportation,” at any time, in particular the time it was docked at that marina. Since there was no “transportation” use, there was no “vessel,” hence, no jurisdiction. Thus, during that appellate process, when the City destroyed Lozman’s floating house, they criminally violated Lozman. It’s doubtful that any criminal charges against them were even filed; such may have been part of what surely was a settlement, because there seems also to be no lawsuit.

Applying Lozman’s approach with those dictator-wanna-bes in Florida, we see value in Lozman’s quiet, “negotiated” resolution approach, but if you are to take advantage of what’s left of our charitable disposition in this matter, your time period is considerably shorter. Lozman waited until after he got a favorable ruling. We’re not going to wait that long. Time is of the essence. If you don’t get it into your head rather promptly that you have “no case,” here, and should you not call a strategic retreat at this “last chance” opportunity to stop, we’re going to sue you,

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<sup>1</sup> “If it floats it’s a boat,” you see, is 100% irrelevant to the jurisdictional question.

<sup>2</sup> For which the “hire” would have to be recognized in “this state,” i.e., the “hire” would have to be paid with “funny money.”

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personally, right back, along with everyone else associated with this who's in a position to have prevented that next step as well as prevent any and all further administrative and judicial activity down the path. That'll include your agency, as an entity, its Secretary, any bureau or division head, your agency's "chief counsel," who has already confessed, via CARLTON, that there is no commercial nexus, here, but who has apparently no desire to prevent your issuance of this second demand letter, and anyone else associated with this matter. If someone allows or advises you to proceed, what you'll need to ask yourself is why they want you out of your present position. What's their political angle? They sure won't be helping you *advance* your career *within* the agency. We're not going to wait the way Lozman did. We'll counter-claim whatever you people end up filing in the trial court, and once we're satisfied that *our* claims have been recognized, and paid, for which there'll be no secrecy agreement, we'll be done. Thus, where Lozman was more than generous in offering a post-event result that was "off the Record," the only way you're going to remain "off the Record" is by not getting such a Record started.

Attached are the following:

1. Your letter of Sep. 6, 2013.
2. Our response of Sep. 12, 2013 to your letter of Sep. 6.
3. Our FOIA Requests.
4. CARLTON's Response to our FOIA Requests.
5. The envelope containing the Response to our FOIA Requests.
6. The USPS printout proving fcc's grotesquely falsified use of the mails.
7. Your recent demand letter (to which this letter is responsive).

In your most recent act of mail fraud, i.e., your second demand letter, you allege the existence of some "account" or other. We have never requested any such account, and we deny any and all liability regarding that or any other such account that you unilaterally create. We deny liability under any capacity, whether "Walter Olenick and M. Rae Nadler-Olenick," as is formally presented in your NAL, or "WALTER OLENICK and M. RAE NADLER-OLENICK" if such account is ever alleged to exist. For purposes of state and national debt collection practices, we dispute and deny in their entirety not only the alleged account but also any and all claims you've asserted to date.

We have no idea what "FRN" means to you, and we deny any and all liability about that, whatever it is.

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Without proof of any commercial nexus, and in defiance of the formal agency confession that no such commercial nexus exists, coupled with your thunderous silence in response to our requests for evidence of such commercial nexus, you persist by asserting various provisions codified in Title 47. We formally object to the relevance of any and all of such codified language. By asserting anything out of Title 47, you're asserting legal conclusions, not facts, and you're presuming facts not in evidence and not agreed to. We specifically deny that we've agreed to anything out of Title 47 you assert or will ever be asserted in this matter, for there is no commercial nexus relevant to this present matter involving either one of us, and we specifically assert that there is no commercial nexus involving either one of us relative to this matter. Relative to this matter, we specifically deny that we are fiduciaries to anyone or to anything for which any part of Title 47 is now or has ever been part of any trust indenture or agreement. Thus, we still deny that there is any such commercial nexus, which has already twice been confessed not to exist: you've gone silent in response to our request, and per our FOIA Requests the fcc affirmatively confessed that there is no such agreement.

Without proof of any commercial nexus, and in defiance of the formal agency confession that no such commercial nexus exists, coupled with your thunderous silence in response to our requests for evidence of such commercial nexus, you persist by asserting various "regulations" and "rules." We formally object to the relevance of any and all of such "regulations" and "rules." By asserting any of those "regulations" and "rules, you're asserting legal conclusions, not facts, and you're presuming facts not in evidence and not agreed to. We specifically deny that we've agreed to any "regulations" or "rules" you assert or will ever be asserted in this matter, for there is no commercial nexus relevant to this present matter involving either one of us, and we specifically assert that there is no commercial nexus involving either one of us relative to this matter. Relative to this matter, we specifically deny that we are fiduciaries to anyone or to anything for which such "regulations" or "rules" you assert is now or has ever been part of any trust indenture or agreement. Thus, we still deny that there is any such commercial nexus, which has already twice been confessed not to exist: you've gone silent in response to our request, and per our FOIA Requests the fcc affirmatively confessed that there is no such agreement.

You perceive Title 47 U.S.C. as "evidence of law," and you perceive Title 47 C.F.R. similarly. While they *are* the same, it's not because either carries authority as "admissible evidence of law," but rather because *neither one* is "admissible evidence of law." For most people, it's a little less challenging to one's "politically correct" paradigm to come to terms with understanding this aspect of our present reality by studying this out in the context of the "regulations" and "rules." Thus, regarding "regulations" and "rules," generally, have you ever reflected on *how* that type of language even *remotely* starts to carry "authority?" (Falsely) Presume a "constitution." Per the Art. I process, "admissible evidence of law" is created as the

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by-product of legislative activity followed by executive activity, and then, sometimes also by more legislative activity (overruling a veto). So, where's one iota of legislative activity in the "rule-making" process, Mr. Lee? Where is it? Where's the legislative activity regarding one, single, solitary word of *any* body of *any* agency's "regulations" or "rules?" There is none, Mr. Lee. There is none. So, that begs the question: by what "authority" does *any* "regulation" even *begin* to apply? And, the answer is as obvious as a blue sky in the middle of the day in the middle of August in most STATES in the South and Southwest – "federal" means "federal." Not one word of any "regulation" even *begins* to apply unless and until there is a viable commercial nexus, Mr. Lee. Even the "rules" are mere guidelines for purposes of procedural Due Process where there is no extant commercial nexus. They are guidelines for fleshing out what "reasonable time" means in such contexts.

Are you starting to realize that there's not one word of *any* "regulation" that carries *any* "authority," whatsoever, until there's an agreement that embodies that language? Do you not yet see that every single word of every single set of "regulations" is 100% Monte Hall's, "Let's Make A Deal!"? There's one and only one way even one *syllable* of the regs becomes "operative" or carries "authority," and that one and only one way is proof of an enforceable commercial nexus.

Are you starting to understand *why* we've demanded proof of what you assert to be your commercial nexus? Are you starting to understand *why* we submitted our FOIA Requests? Are you starting to understand, yet, that the further you press this, the more evidence we have of your *criminal* intent?

One of the most difficult things that each of us dealing with this present God-hating, America-hating system has to face is the reality of having "been had." No one likes being a "victim" of such cons. No one. Thus, we well empathize with the rather wicked nature of the paradigm regarding which we're "compelling" you to come to terms in very short order. The reality is that the shorter the available time period for admitting having "been had," the greater the persistence in the cognitive dissonance and denial. You have a rather short time period, here, Mr. Lee. We empathize, but you're cruisin' for a bruise, and if bruise is what you feel you need at this stage in your career, we can assure you that you've come to the right place.

Toward the bruise that you're asking for, we're going to compel you, in this next segment, to eat your own words, Mr. Lee. We're going to show you how your very own words prove *and* confess the very position *we've* asserted from the outset. Because your very own words prove *our* position, and because you persist with your facially fraudulent claims, nonetheless, all that remains is "criminal intent" on your part. This is such a preventable problem, Mr. Lee, that we'll feel badly when you get marched off to jail, but if you don't stop, that's where you're risking ending up.

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Watch this next part of the discussion very carefully. This gets into the deep end of the pool instantly, so we'll be as clear as we know how.

You're going to eat at least two parts of your second demand letter. You assert that we've *not denied* your allegations, and you assert "joint and several" liability. Both of these prove **and** confess *our* position. Pay very close attention.

Regarding your allegation that we've *not denied* your assertion of non-sense, what you're asserting is a "burden of proof" position. You say, then, that *we* carry the burden to *deny* your allegations. In the ordinary matter, he who asserts a claim also carries the burden. This is ancient common sense. He who asserts a claim carries the burden. *You're* the one asserting the claim, Mr. Lee, and yet in that claim, you assert that *we* carry the burden, that *we* have to prove a negative.

There *is* an anciently recognized body of law for which *that* placement of the burden of proof is exactly right and has always been the law. To see that body of law for what it is, let's look first at a related counter-part. Let's first look at agreements sounding in contract. In the contract law context, there's no question that he who claims contract must prove contract. There's also no question that for alleged breach of contract, no matter how flagrant that breach may be, there are no criminal or "quasi-criminal" sanctions associated with breach of *contract*.

Here, you assert not only that we carry the burden to negate your claim but also in the context of a "quasi-criminal" matter. So, facially, we're definitely not talking about an agreement sounding in "contract." And, just as facially, you are just as definitely purporting to assert a matter sounding in "trust."

The *starting* place in "trust" matters is the very same *starting* place with "contract" matters. In the very same way that he who *claims* contract must *prove* contract, he who *claims* trust must *prove* trust. It happens, though, in the trust context, that once the party claiming trust has established trust via prima facie evidence, especially where the alleged beneficiary is complaining about the alleged fiduciary, the burden of proof *does* shift. The nature of the fiduciary responsibility is such that the fiduciary *does* have to prove compliance with the trust indenture or trust agreement. A fiduciary, then, **does** have a burden to negate a beneficiary's allegations. A *fiduciary has* to prove "not guilty." This is ancient.

In this first point (of two) in showing you the words you're going to eat, Mr. Lee, since you're alleging that *we* must *negate* your position, i.e., that *you* need prove *nothing*, and that *we* must prove *the opposite of your allegations*, what you're confessing, per this allegation of the placement of the evidentiary burden, in a "quasi-criminal" context, no less, is that you're looking to and depending on a trust agreement. So, where is it, Mr. Lee? Where is that trust agreement? Where is the signed writing by which we voluntarily entered into any such fiduciary obligation?

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To determine whether you are correct regarding "burden of proof," we need to see the agreement we've signed that names whatever entity it is on whose behalf you act as a or the beneficiary. So, where is it, Mr. Lee? Where is that trust agreement? We have nothing to negate until you prove you are (or represent) a beneficiary to a trust indenture or agreement bearing our signature as voluntary fiduciaries. No evidentiary burden shifts until *you* prove up the *threshold* burden, and there is still no evidence satisfying that *threshold* evidentiary burden.

Are you starting to understand *why* we've demanded proof of what you assert to be your commercial nexus? Are you starting to understand *why* we submitted our FOIA Requests? Are you starting to understand, yet, that the further you press this, the more evidence we have of your *criminal* intent? No one is a fiduciary who has not first *volunteered* into such role, Mr. Lee. So, where's the agreement?

Here's the second of the two points for which you'll be eating your very own words, Mr. Lee. We're going to introduce this one by sharing what we've learned about a couple of commercial matters that end up being directly related to this matter. We'll apply those two vignettes back to this one for the grand and glorious conclusion of your (repeated) confession of *our* position; hence, also of your criminal intent from the outset of this matter.

Vignette number one. There was a man who thought he had an angle on the "income tax" system, and since he hadn't yet come to understand the nature of the "income tax" mechanism, which starts with the understanding that "federal" means "federal," he got really sideways with that system. He and his wife both got charged, and while she ended up under house arrest for six months, he spent a few years in jail. Not long after he got out of jail, and even while he was in the hospital with heart condition matters (complications for which someone else with similar conditions successfully sued that hospital), the doj/irs conglomerate showed up wanting to seize their home for payment of "income tax."

That house still stands, and they're still living in it, Mr. Lee. Here's why. In response to the discovery propounded on USOA, the plaintiff in that matter, the doj attorney denied that the "income tax" obligation arose from any fiduciary obligation but rather arose from Title 26. In other words, that doj attorney doesn't understand the "federal" mechanism any better than you do, Mr. Lee. That's just to say that you're in good company. That doj attorney denied that there's any commercial nexus and looked to Title 26 as "evidence of law" rather than what it really is, which is Monte Hall's, "Let's Make A Deal!". Because doj denied representing a beneficiary, they confessed not having "standing" to request partition.

Why does partition matter in that case? Because, despite the objections all the way through sentencing and appeal that the irs had effectively "doubled" the

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alleged amounts due by charging them per MARRIED FILING SEPARATELY status, thus "tax" rates, the doj/irs conglomerate persisted with "separate" accounts, one for him and one for her. It's a fabulous technique for falsely running up the numbers sky high, but it's disaster when it comes to "collection."

Because, in response to discovery, the doj/irs conglomerate denied being a beneficiary, they confessed having no standing for partition, and without partition, they can never take the "joint tenancy" property for payment of *either* sky-high account, each of which must be paid with "separate" property. In the vernacular, Mr. Lee, the irs screwed themselves by being both greedy and stupid. That *pro se* couple presented a judicial position that understands the whole of the "game" better than all the doj/irs people on the other side combined. They still live in their home, Mr. Lee. They're still there. Convicted "tax" defendants are still in their home, Mr. Lee, because they have come to understand that "federal" means "federal."

Related to this first vignette is this. There were a few alleged conspirators in that same matter. *During sentencing* of one of them, the "brilliant" doj/irs conglomerate "charged," as in "indicted," unilaterally and without the Grand Jury, "tried," without a trial, and "convicted" without a jury, that co-defendant with matters regarding *his* "taxes." That case was never about any *co-defendant's* "taxes," but rather solely the "taxes" of the "target" couple. What that co-defendant did, at trial, in the sentencing phase, was argue the core concept found later in the *Blakely* case (state sentencing guidelines) and then in the *Booker* case (federal sentencing guidelines). There was no evidence of such violations at trial, and he refused to agree to anything for purposes of sentencing. Thus, that *pro se* defendant argued the core of the *Blakely* case a year *before* that case existed and the core of the *Booker* case a year and a half *before* that case existed. How was he able to do that? He came to understand that "federal" means "federal."

The favorable Supreme Court ruling in that co-defendant's matter is largely academic, in that on remand, the appellate court subtly looked to the confession in the "target's" case to get evidence for sentencing, and the co-defendant still spent time in jail. But, it's that "academic" point of affirmatively demonstrated lack of consent that reverberates perpetually down the granite hallways, here, Mr. Lee.

Vignette number two. You feel, and the whole of the fcc feels, that you have a new notch on your (collective) handle regarding the recent matters against Jerry and Deborah Stevens. But, if you haven't yet filled back in that notch, you're not paying very close attention.

That matter is (those matters are) in the "collection" phase, and there'll be no "collection" against The Stevenses, Mr. Lee. Would you like for us, as retirement aged, *pro se* litigants, the "David" to your "Goliath," to explain to you why? Here's

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why. The fcc did to the Stevenses what the irs did to that couple regarding the "tax" matter in Vignette number one, *supra*. The fcc got greedy and stupid, trying to run up the bill, by charging that husband and wife *separately*. There'll be no collection, Mr. Lee, because the doj/fcc conglomerate is going to have to address discovery, and the questions that are going to be asked include production of the signed fiduciary agreement. Since there is no such writing, the fcc will have to deny being an alleged beneficiary, and without that status, they'll have no standing to request partition, without which, they'll never "collect" on the two "separate" accounts they unilaterally created at the outset of that farcical litigation.

Those are the two vignettes to share with you. Via these two vignettes, are you able at this stage to see the *second* set of your own words that you're going to be eating, Mr. Lee? Where you mindless, 6th-Plank-advocate boobs charged The Stevenses *separately*, someone up your food chain has "improved" the *collections* possibilities by charging us *jointly and severally*. But, there'll be no collections, here, either, for there is no commercial nexus; hence, no breach.

Do you see, yet, what that confesses, Mr. Lee? Do you see that there's no way to collect against "community property" owned by alleged fiduciaries (The Stevenses) without preserving standing for partition of that "community property," where there are "separate" charges instead of "joint" charges? Do you see that they're not even going to try to run that up the flag pole against The Stevenses, because they know what The Stevenses are going to ask during discovery? Do you see that in and by this very change in the assertion of your claim, from running up a greedy tab via "separate" charges to asserting your fraudulent claim as "joint and several" liability, that you're *confessing* not only the commercial nature, generally, but also the trust-law nature, in particular, of the claim you're asserting? Standing for purposes of partitioning is a bit more complicated than standing for purposes of collecting "community property." So, since you people will never collect from The Stevenses, you'll want to fill back in that notch on your (collective) handle.

Do you not see that "quasi-criminal" labeling confesses that such matters proceed, from the outset, under a premise of alleged breach of fiduciary duty?

You're in the deep end of the pool, Mr. Lee. If the foregoing sounds like utter non-sense to you, then your friends may yet have the opportunity to visit you in jail.

Are you yet coming to understand *why* we've demanded proof of whatever agreement it is that you depend on to justify your claims? You don't have any agreement; hence, no commercial nexus; hence, no standing. In fact, *no one* with the fcc has any signed agreement relevant to this matter, and yet here *you* are *still* continuing down a path that no one on your side of this can justify, because there is no such agreement.

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As is blatantly conspicuous to the world, we are property owners, thus, the owners of the tower. Now, you need to show us the commercial nexus relevant to *that* set of acts, Mr. Lee. Where is the fiduciary obligation regarding our land or regarding that tower for which "United States" or the fcc or whichever entity or "person" it is who is allegedly an aggrieved beneficiary, here, regarding what we can and can't do with that tower? Where is it, Mr. Lee? Where is any signed agreement regarding the land or the tower that names the fcc as a named beneficiary, at all, much less that incorporates by reference *any* of the provisions you allege?

Regarding towers, you may have missed out on junior high school science, and if so, we're here to tell you that towers just stand there, Mr. Lee. Towers just stand there. Even if *that* tower had the magical and mystical ability to do what you claim *that* tower can do, we'd still need you to show us the agreement we've signed that allows the fcc to dictate the use we make of that tower. We know of no such agreement. Even more to the point, towers do nothing but stand there, Mr. Lee.

In sum, "federal" means "federal." You have no commercial nexus, and we have no intention of ever changing our position on this.

Sincerely,

/s/ Walter Olenick  
WALTER OLENICK

/s/ M. Rae Nadler-Olenick  
M. RAE NADLER-OLENICK

Encls.

As identified in the letter.

cc: SEAN LEV, General Counsel  
FCC  
445 12th Street, S.W.  
Washington, DC 20554

DAVID L. HUNT, Inspector General  
FCC-OIG  
445 12th Street, S.W.  
Room 2-C762  
Washington, DC 20554

MINDEL DE LA TORRE, Chief  
FCC, International Bureau  
445 12th Street, S.W.  
Washington, DC 20554

DAVID ROBBINS, Managing Director  
FCC  
445 12th Street, S.W.  
Washington, DC 20554

MIGNON CLYBURN, Acting Chair  
FCC  
445 12th Street, S.W.  
Washington, DC 20554

JESSICA ROSENWORCEL  
FCC, Comm'r  
445 12th Street, S.W.  
Washington, DC 20554

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AJIT PAI  
FCC, Comm'r  
445 12th Street, S.W.  
Washington, DC 20554

ART ACEVEDO, Chief of Police  
City of Austin  
715 E. Eighth St.  
Austin, TX 78701

DONALD B. VERRILLI, JR.  
Solicitor General, United States  
Department of Justice, Room 5614  
950 Pennsylvania Avenue, N.W.  
Washington, DC 20530-0001

ERIC HOLDER  
Atty Gen'l, United States  
950 Pennsylvania Avenue, N.W.  
Washington, DC 20530

RONALD C. MACHEN, JR.  
U.S. Atty., Dist. of Columbia  
555 Fourth Street, N.W.  
Washington, DC 20530

ROBERT PITMAN  
U.S. Atty., W.D. Tex., Austin  
816 Congress Avenue, Suite #1000  
Austin, TX 78701

PAUL J. ORFANEDES  
Judicial Watch  
425 Third Street SW, Suite 800  
Washington, DC 20024

JEROME CORSI  
World Net Daily  
2020 Pennsylvania Ave. N.W., #351  
Washington, DC 20006

DEBBIE HIOTT, Editor  
Austin American Statesman  
305 S. Congress Ave.  
Austin, TX 78704

JOHN SOLOMON, Editor  
Washington Times  
3600 New York Ave., N.E.  
Washington, DC 20002

MARTIN BARON, Exec. Editor  
The Washington Post  
1150 15th Street, N.W.  
Washington, DC 20071

Hon. STUART F. DELERY, Asst. A.G.  
Civil Division  
950 Pennsylvania Avenue, NW  
Washington, DC 20530-0001

Clerk  
U.S. District Court, W.D. Tex.  
501 West Fifth Street, Suite 1100  
Austin, TX 78701  
(Re: USOA v. The Stevenses)

[Twenty-seven (27) pages of attachments follow. The Probable Cause Affidavit is submitted separately.]